

ADDENDUM

This Addendum is entered into by and between the Office of the Indiana Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: State of Kansas, Kansas State Treasurer

Contractor Address: 900 SW Jackson, Suite 201
Topeka, KS 66612

Title of Form Contract: Unclaimed Property System Licensing Agreement

1. Form Contract/Duties of Contractor.

Attached Form Contract consists of three (3) pages without terms on both sides.

- 2. Term.** A one-time licensing fee, plus customer support beginning on October 1, 2007 and ends October 1, 2008.
- 3. Consideration.** Total consideration is a one-time Fifty Thousand Dollar (\$50,000.00) licensing fee, plus up to 450 hours of customer support at \$125.00 / hour.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees or requiring the State to pay within less than thirty-five (35) days
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

4. Compliance with Laws.

As required by IC 5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

5. Payments.

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.
- B. If Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

6. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

7. Waiver of Indiana Office of Technology. The software being licensed is based on an open source code. The Indiana Office of Technology, by approving below, acknowledges it has waived compliance with its Data Base Management System Standard # 99-2.

NON-COLLUSION AND ACCEPTANCE


The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Addendum and the Form Contract other than that which appears upon the face hereof.

The rest of this page is left blank intentionally.

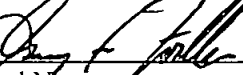
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In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Addendum and the Form Contract. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.


State of Kansas, Treasurer's Office

By: 
Printed Name: _____
Title: _____
Date: _____

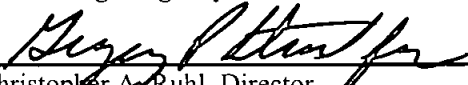
Office of the Indiana Attorney General

By: 
Printed Name: _____
Title: _____
Date: 9/13/07

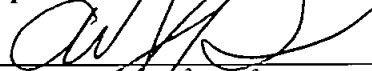
Indiana Office of Technology

By: 
Gerry Weaver
Chief Information Officer
Date: 9-Nov-2007

State Budget Agency



Christopher A. Ruhl, Director
Date: 11-16-07

Department of Administration Commission


Carrie Henderson, Commissioner
Date: 11/13/07

APPROVED as to Form and Legality:

Office of the Attorney General

 FOR
Stephen Carter, Attorney General
Date: 11/19/07

Unclaimed Property System Licensing Agreement

This contract is entered into between the Kansas State Treasurer's Office (hereinafter "Kansas") and the Indiana Attorney General's Office (hereinafter "Indiana") for the purchase of the rights to use the Unclaimed Property Management System (hereinafter "the Kansas System") developed by Kansas utilizing PHP, SQL, My SQL, HTML, and Java Script open source software.

I. Licensing Rights:

- a. Underlying software licenses: Because the System is based on open source code, Indiana recognizes that it will be required to download the software and agree to be bound by the terms of their licensing agreements.
- b. Elements unique to the Kansas System: This Licensing Agreement gives Indiana the right to use in perpetuity the Kansas System, including the right to alter or modify the Kansas System's structure or its forms for Indiana's particular needs. While Indiana is free to distribute the underlying software under the terms of their licensing agreements, Indiana shall not have the right to transfer any elements unique to the Kansas System or any modifications of the Kansas System developed by Indiana to any party or otherwise re-distribute them.

II. Licensing fee: Upon execution of this Licensing Agreement, Indiana shall pay Kansas a one-time licensing fee of \$50,000.

III. Customer Support: Indiana recognizes that it will be responsible for hiring a programmer proficient in using the underlying software to provide ongoing support for the system. This Licensing Agreement only covers the customer support necessary to implement the system and convert data from Indiana's current system. Customer support will be billed to Indiana monthly at the rate of \$125 per hour and shall be limited to 100 hours in calendar year 2007 and 350 hours in calendar year 2008.

IV. Travel Expenses: Indiana shall reimburse Kansas for its employees' travel expenses pursuant to K.A.R. 1-16-1 to 1-16-22. Travel expenses will be billed monthly.

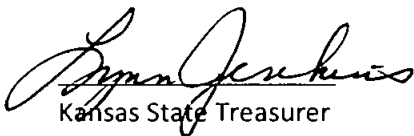
V. Scope of work: Kansas estimates the following timeframes for completion of this project.

- a. Initial delivery of the software and evaluation of Indiana's current system to be completed in August of 2007, requiring approximately thirty-six (36) hours and one (1) on-site visit of approximately three (3) days.
- b. Creation of supporting forms: The Kansas System utilizes twenty (20) forms requiring between two (2) to sixteen (16) hours to develop each form. The amount of time

required to develop forms for Indiana will depend upon the amount of modifications necessary to meet Indiana's requirements and the division of labor between Kansas' and Indiana's staff.

- c. System Modifications: Developing any system modifications required to accommodate any differences in Indiana's process for handling claims shall be accomplished between September, 2007 and February, 2008. The number of hours will depend upon the scope of the modifications identified and the division of labor between Indiana's and Kansas' staff.
 - d. Conversion: up to two hundred and fifty (250) hours over approximately two (2) to six (6) weeks on-site. Conversion is planned for February of 2008.
 - e. Post conversion monitoring and consulting: Up to one hundred (100) hours throughout calendar year 2008. It is not anticipated that travel will be necessary for this phase of the project.
- VI. System Security: Indiana recognizes that the Kansas System requires interaction with its customers over the internet and that Indiana shall be solely responsible for providing a secure environment for the System. Kansas shall not be responsible for the malfunction of Indiana's hardware or failure of Indiana to maintain a suitable environment for the licensed System. Kansas shall also not be responsible for any security issues caused by or related to the system or changes made to it once it has been delivered to Indiana.
- VII. Disclaimer of Warranties: Indiana hereby waives any warranty of merchantability. Even though this Licensing Agreement contemplates modifying the Kansas System to meet Indian's particular needs, Indiana waives the warranty of fitness for a particular purpose. The limit of Kansas' liability to Indiana concerning performance or nonperformance by Kansas, or for any and all claims in any manner related to this Licensing Agreement, shall not in the aggregate exceed fifty-thousand dollars (\$50,000). In no event shall either party be liable for consequential, incidental or punitive loss expenses including lost profits or savings even if it has been advised of their possible existence.

This Licensing Agreement shall be effective upon execution by both parties.


Kansas State Treasurer 9/6/07
Date

Indiana Attorney General

Date